

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
COLUMBIA DIVISION**

The United States of America for the Use)
and Benefit of Rite Temp Heating and)
Air, LLC,)

Plaintiff,)

vs.)

CCCS International LLC and The Gray)
Insurance Company,)

Defendants.)

3:25-cv-3182-SAL

**COMPLAINT
(Miller Act Claim: Non-Jury)**

The Use Plaintiff, Rite Temp Heating and Air, LLC, (“Rite Temp”) complaining of the Defendants, CCCS International LLC and The Gray Insurance Company, alleges as follows:

1. This action is brought pursuant to Title 40 U.S.C. § 3131 and §3133 commonly referred to as the Miller Act.

2. This Court has jurisdiction over the subject matter of this action pursuant to provisions of the Miller Act, Title 40 U.S.C. § 3131 and §3133.

3. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391(b)(2) and 40 U.S.C. § 3133(b)(3) as the underlying project at issue is located in Richland County, South Carolina.

4. The Use Plaintiff, Rite Temp, is a South Carolina limited liability company with its principal place of business in Pelion, South Carolina.

5. The Defendant, The Gray Insurance Company (“Gray Insurance”), is a compensated surety which issued a Miller Act payment bond required by a contract that CCCS International, LLC had with the United States Government for a project at McEntire Joint

National Guard Base in Eastover, South Carolina. The payment bond issued by Gray Insurance is listed as Bond No. GS59300222.

6. The Defendant, CCCS International, LLC is upon information and belief a South Carolina limited liability company with its principal place of business in North Charleston, South Carolina. CCCS International, LLC contracted with the United States Government for the construction of certain improvements located at McEntire Joint National Guard Base in Eastover, South Carolina known as Security Forces Building, Prime Contract No. W912QC21C0004 (hereafter the "Project").

FOR A FIRST CAUSE OF ACTION
(Miller Act Bond Claim)

7. Rite Temp realleges the above allegations as if repeated herein verbatim.

8. Rite Temp entered into a contract with CCCS International to provide labor, materials and equipment associated with the heating and air conditioning systems for the Project. The total amount of the contract was \$846,277.00.

9. To date, Rite Temp has been paid the sum of \$646,277.00 for work performed on the Project.

10. Rite Temp has fully and satisfactorily performed all of its work under the contract with CCCS International and less than one year has elapsed since the completion of Rite Temp's scope of work on the Project.

11. More than 90 days have elapsed since Rite Temp last furnished labor or materials to the Project under its contract with CCCS International.

12. Rite Temp remains owed the sum of Two Hundred Thousand and 00/100 Dollars (\$200,000.00) for labor, materials and equipment provided for the Project.

13. Rite Temp has demanded payment from CCCS International and Gray Insurance for this amount, but no payment has been made by either Defendant.

14. CCCS International and Gray Insurance, as principal and surety on the Miller Act payment bond sued upon, are liable to Rite Temp, jointly and severally, for the amount due of \$200,000.00.

15. Rite Temp is entitled to judgment against both Defendants, jointly and severally, on the Miller Act Payment Bond for the sum of \$200,000.00 together with interest thereon at the prevailing legal rate.

FOR A SECOND CAUSE OF ACTION
(Breach of Contract)

16. The Plaintiff realleges the above paragraphs as if repeated herein verbatim.

17. Rite Temp has fully and satisfactorily completed all work under its contract with CCCS International LLC.

18. Rite Temp submitted its final billing for work performed on the Project on December 6, 2024.

19. CCCS International has failed and refused to pay the following outstanding invoices of Rite Temp:

- a. Invoice C124669-9341 submitted on May 20, 2024 for \$100,000.00;
- b. Invoice C12461716-9341 submitted on July 22, 2024 for \$50,000.00; and
- c. Invoice C12463088-9341 submitted on December 6, 2024 for \$50,000.00.

20. Payment on the outstanding invoices is past due and CCCS international has no basis to not remit payment in full on the outstanding invoices totaling \$200,000.00.

21. CCCS International, LLC's failure to pay the outstanding invoices is a material breach of the contract with Rite Temp.

22. Accordingly, Rite Temp is entitled to judgment against CCCS International in

the amount of \$200,000.00 together with interest thereon at the prevailing legal rate.

WHEREFORE the Use Plaintiff Rite Temp, prays for judgment against the Defendants, jointly and severally, in the amount of \$200,000.00, together with attorney's fees, prejudgment interest at the prevailing legal rate, the costs and disbursements of this action and for such other and further relief as the Court deems just and proper.

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